

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
STATE OF WYOMING, DEPARTMENT OF STATE PARKS AND CULTURAL
RESOURCES, DIVISION OF STATE PARKS, HISTORIC SITES, AND TRAILS,
AND
THE LARAMIE COUNTY COMMISSIONERS, BY AND THROUGH THE LARAMIE
COUNTY SHERIFF'S OFFICE**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites, and Trails (Department), whose address is: 2301 Central Avenue, Cheyenne, Wyoming 82002, and the Laramie County Commissioners, by and through the Laramie County Sheriff's Office (LCSO), whose address is: 1910 Pioneer Avenue, Cheyenne, Wyoming, 82001.
2. **Purpose.** The purpose of this MOU is to define the terms for extraterritorial law enforcement assistance and to permit LCSO peace officers (Officers) to provide law enforcement services within the boundaries of the lands and facilities owned or managed by the Department (Department Properties) and to permit Department peace officers (Rangers) to provide law enforcement services within LCSO's jurisdiction in Laramie County (County), Wyoming, as requested by the parties and as defined by this MOU. The duty to respond to a request of each party under this MOU is discretionary. Each party acknowledges that it has no right to demand of another party that it provide any specific assistance under any circumstances.
3. **Term of MOU.** This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until no later than one month beyond the current term of office of the participating Laramie County Sheriff (Sheriff) and the Department's Chief Ranger (Chief Ranger). This MOU may be terminated, without cause, by either party upon thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Payment.** Each party will be responsible for the payment of wages and benefits for its employees who provide assistance under this MOU. Each party may seek reimbursement from the other party for actual expenses incurred as a result of providing services pursuant to the terms of this MOU. This MOU does not supersede any negotiated contracts or agreements as to reimbursement or payment for services already in existence.
5. **Responsibilities of LCSO and the Department.** Both parties agree to the following:

A. Recitals.

WHEREAS, each of the parties hereto is a Wyoming law enforcement agency or its governing body, under Wyoming Statutes, and is therefore authorized to enter into an Intrastate Memorandum of Understanding for the purpose of peace officer extraterritorial assistance under Wyo. Stat. § 7-2-106(b); and

WHEREAS, because of responses to emergency or special circumstances may exceed the immediate manpower, skill, and equipment needs of any individual agency, the parties may need to seek the assistance of each other's law enforcement agency to provide certified peace officers for law enforcement services; and

WHEREAS, the geographical boundaries of the parties to this MOU are located in the State of Wyoming, as to enable each party to render assistance to the other; and

WHEREAS, the intermixing of jurisdictions may cause potential confusion as to the actual jurisdiction of each parties' officers; and

WHEREAS, Officers and Rangers must travel through or be within portions of the County and Department Properties in order to service various areas of their jurisdictions; and

WHEREAS, the parties desire that Officers and Rangers perform law enforcement functions and enforce the Wyoming Statutes within those portions of the County and Department Properties as necessary in the interest of public safety and as authorized under Wyoming Statute.

NOW, THEREFORE, subject to the limitations of this MOU and in order to assign peace officers for law enforcement assistance between the parties, the parties agree to abide by the terms of this MOU pursuant to Wyo. Stat. § 7-2-106(b).

B. Request to assign certified peace officers to perform law enforcement duties.

- (i) Permit each party to assign certified peace officers to the other party for law enforcement assistance within the jurisdictional boundaries of Laramie County and Department Properties, as requested by the law enforcement agencies of the parties. Neither party has a duty to provide mutual law enforcement assistance under this MOU. Each party has discretionary authority to decide whether to respond to a request for law enforcement assistance from the other party and each party has discretionary authority to determine the nature and extent of its response. In the event a party agrees to respond to a request from the other party, the terms and conditions set forth in this MOU shall apply.
- (ii) Authorize the Department to provide general law enforcement assistance in the County to the extent and manner hereinafter set forth, but in all such instances subject to the direction and control of the Laramie County Sheriff, or his or her designee. For purposes of this MOU, general law enforcement assistance shall consist of responding to, investigating, and enforcing violations of the Wyoming Criminal Code or other Wyoming Statute that the Sheriff is authorized to enforce in a manner consistent with the level of

performance of peace officers throughout the State of Wyoming. Rangers are authorized to act and otherwise provide general law enforcement assistance in any situation in which a felony, misdemeanor, crime, or other statutory offense has been or is being committed in such Ranger's presence, when such Ranger is in Laramie County due to official law enforcement duties.

- (iii) In all instances where either Party's peace officers respond to, or handle, a high-risk critical incident (including, but not limited to felony warrant service, active assailant, bomb threat, civil disturbance, etc.) within the boundaries of the other party's jurisdiction, the responding agency shall notify the agency of jurisdiction as soon as practicable. If a Ranger is providing general law enforcement assistance in the County, the Ranger shall notify the LCSO of the situation and the LCSO shall be given the option to retain primary jurisdiction in those incidents. In all such instances, the Ranger shall be subject to the direction and control of the Sheriff, or his or her designee. Nothing in this subsection or elsewhere in this MOU shall be construed to limit or otherwise affect the investigatory or law enforcement authority of the LCSO or the Department.
- (iv) Any citation written by a Ranger for violations of any Wyoming Statute or law in Laramie County shall command the alleged violator to appear before the Circuit Court of the First Judicial District, Laramie County, Wyoming. Department personnel shall be available to appear before the Circuit Court as needed to prosecute each violation. Department and LCSO shall have full cooperation from the other party's officers, agents, and employees to facilitate the performance of this MOU. Each party shall give prompt and due consideration to all requests from the other party regarding delivery of general law enforcement assistance and shall work cooperatively to achieve the assistance called for herein. Such a request may be transmitted in person, by phone, radio, electronic medium, or by a third party. Any reasonable transmittal shall be sufficient to invoke this MOU.

C. Assigned Peace Officer status. For workers' compensation coverage, assigned peace officers shall be deemed joint employees of the assigning and requesting entities, who shall be joint employers, pursuant to Wyo. Stat. § 7-2-106(c). All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and other benefits shall apply to responding personnel to the same degree and extent as it would in their own jurisdiction.

D. Specification of Certified Peace Officers covered by assignment. Pursuant to Wyo. Stat. § 7-2-106(b)(ii), the certified peace officers in good standing with each party agency are covered by assignment under this MOU. (Pursuant to Wyo. Stat. § 7-2-106(e), it is prohibited to assign arson investigators, brand inspectors, federal

agents, board of outfitters investigators or detention officers under the terms of this MOU, unless those specialties are requested).

- E. Geographical boundaries of territory covered.** Pursuant to Wyo. Stat. § 7-2-106(b)(iii), the general description of the geographical boundaries of territory covered by the assignment is as follows:
- (i) The boundaries of LSCO includes all of Laramie County.
 - (ii) The boundaries of the Department includes all lands and facilities owned or managed by the Department.
- F. Request for Assistance.** Any request for law enforcement intrastate assistance under this MOU should be made by the highest-ranking law enforcement official on duty or on call of the requesting party to the highest-ranking law enforcement official on duty or on call of the responding party at the time the assistance is needed.
- G. Response to Request.** The party requested to provide assistance should respond to the request as soon as possible, indicate whether services will be provided, and if so, the extent of services that can be provided. If the responding party agrees to provide assistance, it should notify the requesting party as to the equipment and peace officer personnel which will be engaged in the assistance.
- H. Command of Equipment and Personnel.** The requesting party may have command and direction of the equipment and personnel provided by a responding party, but the responding party always has the authority to immediately withdraw any equipment or personnel provided under this MOU without regard as to whether a request for assistance continues to exist. When the assistance is no longer needed, the requesting party shall release its command and direct that all equipment and personnel be returned to the responding party.
- I. Standard of Conduct.** Each peace officer providing assistance shall maintain the standards of professional conduct as required in the State of Wyoming. However, the requesting entity may request that a particular officer be removed from any circumstance, or the jurisdiction and the responding entity will honor such request as soon as practicable.
- J. Responsibilities of Requesting Party.** Each requesting party will advise responding officers of administrative and procedural requirements within the jurisdiction of the assignment.
- K. Liability.** Each party shall assume responsibility for any liability resulting from any of the acts of its employees provided under this MOU. The Wyoming

Governmental Claims Act and Wyoming Self Insurance Program will remain applicable for Wyoming peace officer purposes. Each party to this MOU agrees to bear its own risk of loss during the assignment of peace officers. No party agrees to indemnify or defend any other party to this agreement. By entering into this MOU neither party waives or gives up any immunity it may have pursuant to the laws of the State of Wyoming and the United States.

- L. Pre-Incident Planning.** The commanding officers of the parties may from time to time mutually establish pre-incident plans which shall indicate the type and locations of potential problems where assistance may be needed. This MOU may be supplemented by schedules and lists of types of equipment and peace officers that would be dispatched under various possible circumstances and the number of peace officers that would be dispatched under certain circumstances. In addition, the parties may engage in mutual training sessions to ensure the efficient operation of this MOU. The parties agree to take such steps as are feasible to standardize the equipment and procedures used to provide assistance under this MOU.

6. General Provisions.

- A. Amendments.** Either party may request changes in this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction, interpretation, and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.
- C. Availability of Funds.** Each payment obligation of either party is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by either party, the MOU may be terminated by either party at the end of the period for which the funds are available. Each party shall notify the other party at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit either party to terminate this MOU to acquire similar services from another party.

- D. Entirety of Agreement.** This MOU, consisting of seven (7) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Prior Approval.** This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or her representative.
- F. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- G. Sovereign Immunity.** The State of Wyoming, Department and LCSO do not waive sovereign or governmental immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- H. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties, and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.

7. **Signatures.** The parties to this MOU, through their duly authorized representatives, have executed this MOU on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The Effective Date of this MOU is the date of the signature last affixed to this page.

DEPARTMENT:

State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks, Historic Sites, and Trails

Nicholas L. Neylon, Deputy Director


Date

Mark Caughlan, Chief Ranger

Date

LCSO:

Laramie County Commissioners, by and through the Laramie County Sheriff's Office



Brian Kozak, Sheriff

7-30-25

Date

Gunnar Malm, Chairman, Laramie County Commissioners

Date

ATTEST:

Debra Lee, Laramie County Clerk

Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

mp # 249464

Megan Pope, Senior Assistant Attorney General
Representing: Department

6/23/25

Date

RECEIVED AND APPROVED
TO FORM ONLY BY THE
LARAMIE COUNTY ATTORNEY
MOU between State of Wyoming, Department of State Parks and Cultural Resources, Division of State Parks,
Historic Sites, and Trails, and
the Laramie County Commissioners, by and through the Laramie County Sheriff's Office
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